

EXHIBIT B



**Amendment to
Multinational Software Product License Agreement
Between QAD Inc and Dura Automotive Systems, Inc.**

Dura Automotive Systems, Inc. ("Dura") and QAD Inc. ("QAD") hereby agree to amend the Multinational Software Product License Agreement ("Agreement") dated February 28, 1997 effective this 4th day of December, 2003.

This Amendment is pursuant to Article 13.3 titled "Entire Agreement" of the Agreement.

WHEREAS, Dura is considering adding additional Concurrent Sessions, and;

WHEREAS, Dura desires certain provisions of the Agreement be amended to provide a better understanding between the parties, and;

WHEREAS, QAD agrees to amend certain provisions of the Agreement in consideration of Dura licensing additional Concurrent Sessions;

NOW THEREFORE, in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

Upgrade Order

In consideration for the changes agreed upon by QAD in this Amendment, Dura agrees to issue a purchase order by December 4, 2003 for an additional two hundred and seventy five (275) new Concurrent Sessions of the Products and for the additional Products for the existing two hundred and forty (240) Concurrent Sessions as noted in the attached Site Attachment with license and Support Services fees worth one million nine hundred and thirty-five thousand dollars (US \$1,935,000.00) and take delivery of the entire order by December 31, 2003 ("Upgrade Order").

Concurrent Session

Delete the definition of "User," and "Concurrent Session" in any Amendment to the Agreement and replace with the following new definition:

Concurrent Session shall mean each database session, a fax session, a print session, a batch processing session, or another background session using the Products simultaneously.

The Concurrent Sessions used by the following types of users only shall be counted as 4:1, in other words, for each four (4) Concurrent Sessions accessed by such users, such four (4) Concurrent Sessions shall be counted by QAD as only one (1) Concurrent Session:

- (a) central sales order users
- (b) central shared services financial users
- (c) central shared services purchasing users
- (d) central inventory reporting users
- (e) IT core team member users, or;
- (f) subcontractors working on behalf of Dura performing the same functions as in (a) through (e) above who process sales orders as part of a centralized sales order process.

The total number of users performing the shared services functions noted above shall be limited to ten percent (10%) of the total number of Concurrent Sessions licensed.

For every eight (8) Concurrent Sessions accessing an automated data collection system, each eight (8) Concurrent Sessions of the automated data collection system shall count as only one (1) Concurrent Session of the Products.

Dura previously licensed two hundred and forty (240) Users for certain Products at certain Sites and such licenses are hereby converted to two hundred and forty (240) Concurrent Sessions to the same Products, at the same Sites, as previously licensed.

Exhibit V of the Agreement

Delete Exhibit V "Site User Amendment" of the Agreement.

Assignments and Transfers

Delete Article 13.6 "Assignments and Transfers" in the Agreement and delete the paragraphs titled "Transfer of Licenses" in any Amendment to the Agreement and replace Article 13.6 in the Agreement with the following:

- a) Dura may assign or transfer its interest in this Agreement and any license granted under this Agreement to any entity that is a successor to all, or substantially all, of Dura's business or any business unit or division thereof; provided, (i) such successor is not a competitor of QAD's in the software manufacturing and development business, (ii) Dura gives written notice of such assignment or transfer to QAD, and (iii) Licensed Participant complies with all applicable laws regarding such transfer. QAD reserves the right to require the successor company to sign a new license agreement within thirty (30) days of the effective date of any assignment if, in QAD's commercially reasonable opinion, the successor company is not likely to provide QAD with materially the same revenues that QAD expected from Dura respecting the transferred interest or license(s), or if QAD's pricing methodology changes materially such that most of the provisions of the existing Agreement would need to be renegotiated. Any licenses shall be granted upon payment to QAD of i) a fifteen percent (15%) transfer fee based on the current list price of the Products, and ii) payment of any license and Support Services fees associated with changing the license grant (adding additional Concurrent Sessions or Products).
- b) In the event of a divestiture of a Licensed Participant by Dura, Dura shall have the right to assign or transfer the Licensed Participant's license under this Agreement to another Site, upon notification to QAD and the payment of any applicable license fees, or alternatively, to permit the Licensed Participant being divested to retain and continue to use the licensed Products as set forth in c) below. In this latter case, Dura must terminate its rights in the license retained by the divested entity.
- c) If the Licensed Participant being divested wishes to retain and continue to use any license granted to it under this Agreement, it may do so under the terms described in a) above.
- d) In all other cases, Dura may not assign or transfer its interest in this Agreement or any license granted under this Agreement without the prior written consent of QAD. QAD's written consent shall not be unreasonably withheld. QAD may assign this Agreement to (i) a related operating company under any conditions or (ii) to an unrelated company pursuant to the sale, merger or other consolidation of QAD or any of its operating divisions. Dura hereby consents to any such assignment in advance.
- e) Dura may transfer Concurrent Sessions between existing or new Licensed Participants provided 1) all affected licenses are current on Support Services, and 2) the affected Products are the same and are based on Concurrent Sessions, 3) transfers must be at least for a minimum of ten (10) Concurrent Sessions, and 4) Dura pays to QAD any applicable license and Support Services fees. A Licensed Participant may not transfer part of the modules included in a standard bundle of the Programs or Tools and Embedded Database, only the entire bundle may be transferred.

Implementation Schedule

Dura agrees to implement the two hundred and seventy five (275) Concurrent Sessions licensed as part of the Upgrade Order based on the schedule as noted in Exhibit II.

Pricing and Policies

The pricing and policies regarding Products licensed on a purchase order shall be as set out in the latest version of the pricing guides of QAD and third parties. The pricing and policies of QAD or any third parties are subject to change at any time at such party's sole discretion. The Program price list in effect as of the date of this Amendment is noted in Exhibit I.

Discounts

Provided Dura issues the Upgrade Order by December 4, 2003 and provided Dura remains a paid member of QAD's Automotive Development Group, QAD agrees, until July 29, 2005 to offer a forty-nine and one quarter percent (49.25%) discount from the then applicable price list for the Programs in effect at the time a purchase order is received. If Dura, at any time, between the date of this Amendment and July 29, 2005, is no longer a paid member of the Automotive Development Group the forty-nine and one quarter percent (49.25%) discount shall be reduced to a forty-four percent (44%) discount from the then applicable price list for the Programs in effect at the time a purchase order is received.

The discounts specified herein shall apply only on Programs licensed directly from QAD. Programs licensed through an Agent or other source do not qualify for the discount. You agree to license all software from QAD when available. These discounts do not apply to Programs that QAD pays a royalty to a third party (as of the effective date of this Amendment such Programs are The Planner, and software from the following companies: Access Commerce, CorVu plc, Hale Technology, Preactor International Limited, and StreamServe), nor do they apply to products or services on the MFGx.net website. The intent of this provision is not to permit QAD to void the discounts provided herein in the event QAD reconfigures the MFG/PRO Software such that the third party content essentially would void the discounts provided herein, and QAD agrees that until July 29, 2005, it shall not void such discounts notwithstanding the incorporation of third party content into or with the MFG/PRO Software.

Support Services Fees

In consideration of the Upgrade Order, QAD agrees, until December 31, 2005, that the Support Services fees for the Programs and Tools and Embedded Database in QAD's price list dated September 25, 2003 shall remain the same. From January 1, 2006 to December 31, 2008, QAD agrees not to increase the list price for the Support Services fees for the Programs and Tools & Embedded Database by any more than the annual increase in the Consumer Price Index as published by the U.S. Bureau of Labor Statistics per year or five percent (5%) per year, whichever is lower. If Licensed Participant has Upgraded the licensed Products, the Support Services fee for the Upgrade shall be based upon the then current list price of the Upgraded licensed Products and then added to the existing Support Services fees, and then the increase in Support Services fees for the Programs and Tools & Embedded Database for subsequent annual Support Services renewal periods shall not exceed the limits noted above per year until December 31, 2008.

Central Site Support Terms

Delete Article 4.2 of Addendum A to the Software Support Service Terms in Exhibit II of the Agreement and replace with the following:

4.2 For a given Central Site and its related Client Sites other than the Site identified in section 4.1, QAD grants each Site a forty-two and forty-two hundredths percent (42.42%) discount in the Support Services fee on the Programs and Tools and Embedded Database until December 31, 2008. After December 31, 2008, the foregoing discount shall be reduced to thirty five percent (35%).

Price List Additions

In the event a new module is made available in production version, the price and Support Services fees for the new module shall be added to the price list in effect for Dura at the time at the then current standard QAD price for the module.

Outsourcing Rights

In the event that Licensee engages the services of a third party to conduct, or assist Licensee in conducting Licensee's data processing or computing operations ("Outsourcing"), Licensee may provide access to the licensed Software to such third party ("Contractor") for the sole purpose of facilitating the use of the licensed Software for Licensee's benefit in accordance with the terms hereof and upon the written approval of QAD, which approval shall not be unreasonably withheld. In no event whatsoever shall the Software be used for the benefit of such Contractor or of any other person or entity other than the Licensee. Licensee may provide such access on the following conditions:

- a) Licensee shall have given written notice to QAD of such access and such notice shall have identified the Contractor, the licensed Software, and the affected Sites at least ten (10) days prior to such access to the licensed Software by a Contractor; and
- b) There shall be a written agreement between Licensee and the Contractor specifically requiring Contractor to maintain the confidentiality of all information, data and codes in the Software licensed to Licensee and to refrain from using it for its own benefit or the benefit of other third parties.

Licensee may, at its sole option, appoint the Contractor as its limited agent for the purposes of providing notices, making payments and other similar services for Licensee. Nevertheless, all of Licensee's obligations under this Agreement shall continue in full force and effect. It is understood and agreed that neither QAD nor Licensee grant any other rights with respect to any licensed Software to any such Contractor.

QAD agrees that, as of the effective date of this Amendment, QAD has no objection to Dura's use of the following Contractors, provided such Contractors abide by the terms hereof:

Electronic Data Systems Corporation

All terms and conditions of the Agreement, other than those amended herein, shall remain unchanged and in full force and effect.

This Amendment shall constitute an integral part of the Agreement and be effective as stipulated above and upon signature by the respective parties and shall remain valid until the date the Agreement expires or otherwise terminates.

The undersigned hereby acknowledge that they have read and that they fully understand the terms of the above Amendment, the terms and conditions of which are hereby incorporated and acknowledged by this reference.

QAD Inc

Title of authorized officer:

VP - AMERICAS

Name:

TOM HADKEY

Date:

Signature: [Signature]

Dura Automotive Systems, Inc.

Title of authorized officer:

[Signature]

Name:

JOHN J KNAPPENBERGER

Date:

12-5-03

Signature:

Vice President



12/5/03

**SITE ATTACHMENT
TO MULTINATIONAL SOFTWARE PRODUCT LICENSE AGREEMENT
BETWEEN QAD Inc. and Dura Automotive Systems, Inc.
DATED February 28, 1997
("Agreement")**

QAD (through the authorized representative of QAD noted below) hereby grants to the Licensed Participant noted below, and such Licensed Participant hereby accepts a license subject to the terms, conditions and obligations of the referenced Agreement and subject to the following limitations.

Licensed Participant: Dura Automotive Systems
LOCATION: 2791 Research Drive
Rochester Hills, MI 48309

HARDWARE: Compaq
OPERATING SYSTEM: Windows NT 4.0
MFG/PRO SOFTWARE RELEASE: eB2
TOOLS & EMBEDDED DATABASE RELEASE: 9.1D

MFG/PRO SOFTWARE

Max. No. of Concurrent Sessions (unless otherwise noted)
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BASE BUNDLES

Combined Bundle Base	275
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QAD ADD-ON PRODUCTS

	Max. No. of Concurrent Sessions (unless otherwise noted)
Consignment Inventory	275
Data Synchronization	275
QAD Desktop 2 (per Location per production database)	275
EDI ECommerce Package (includes engine, library and gateways)	275
Fixed Assets	275
Lean Manufacturing	275
Pro/Plus	275
Project Realization Management (PRM)	275
Base Q/LinQ (per production database)	1
Release Management	275
Supply Chain Planning (per Supply Chain Node)	9

TOOLS & EMBEDDED DATABASE

	Max. No. of Concurrent Sessions (unless otherwise noted)
Enterprise Server	275
Query Results (Server)	275
4GL Development System	1
ProVision	1
WebSpeed Transaction Server agents	275


All terms and conditions of the Agreement, other than those amended or deleted herein shall remain unchanged and in full force and effect.

The undersigned hereby acknowledge they have read and that they fully understand the terms of this Site Attachment and of the Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this reference and they agree to be bound by same.

This Site Attachment shall constitute an integral part of the Agreement and be effective upon signature by the respective parties and shall remain valid until the date the Agreement expires or otherwise terminates.

This Site Attachment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

QAD Inc.


 Authorized Signature: _____

TOM MACKEY

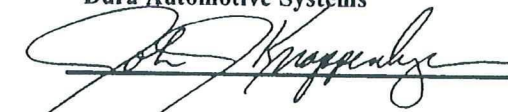
Printed Name: _____

VP- AMERICAS

Title: _____

Date: _____

Dura Automotive Systems



John J. Knappenberger

Printed Name: _____

Vice President

Title: _____

12-5-03

Date: _____